

Document Page 1 of 2  
UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In Re: David Sanford Lofties  
and Cassandra Terrell Lofties  
Debtors.

Chapter 13  
Case No. \_

Chapter 13 Plan

Addresses: Debtor 3590 Eagle Trace #105, Memphis, TN 38125  
Joint Debtor 3590 Eagle Trace #105, Memphis, TN 38125

Plan Payments:

Debtor Shall Pay: \$180.00 Weekly By: ☐ Direct Pay \_\_\_\_\_  
Or by: ☒ Payroll Deduction Ozark Motor Lines, 3934 Homewood Road, Memphis, TN 38118

Joint Debtor Shall Pay: \$179.00 Weekly By: ☐ Direct Pay \_\_\_\_\_  
Or by: ☒ Payroll Deduction Federal Express Benefits Adm Services, 30 Fed Ex Parkway  
2nd Floor Horiz  
Collierville, TN 38017

1. This Plan [Rule 3015.1 Notice]:

- (A) Contains a Non-standard Provision [See provision 19]. (X) Yes ☐ No  
(B) Limits the Amount of a Secured Claim Based on a Valuation of the Collateral for the Claim ☒ Yes ☐ No  
[See provisions 7 and 8].  
(C) Avoids a Security Interest or Lien. [See provision 12]. (X) Yes ☐ No

2. Administrative Expenses: Pay Filing Fee and Debtors Attorney's Fee Pursuant to Confirmation Order.

3. Auto Insurance: ☐ Included in Plan Or ☒ Not Included in Plan if proof provided by Debtors

4. Domestic Support Paid By: ☐ Debtors Directly ☐ Wage Assignment ☐ Trustee To: Monthly Pmt.  
CCSRU (Lofties) ongoing payment begins n/a IA  
Approximate arrearage IA

5. Priority Claims: Monthly Pmt.  
Amount

6. Home Mortgage Claims: ☐ Paid Directly by Debtors or ☐ Paid by Trustee To: Monthly Pmt.  
ongoing payment begins \_\_\_\_\_  
Approximate arrearage \_\_\_\_\_ Interest \_\_\_\_\_  
ongoing payment begins \_\_\_\_\_  
Approximate arrearage \_\_\_\_\_ Interest \_\_\_\_\_

7. Secured Claims [Retain Lien 11 U.S.C. §1325 (a)(5)]:	Collateral Value	Interest Rate	Monthly Pmnt.
Onemain (2004 Suzuki)	\$10,253.00	0.00%	\$249.00
Conns	\$4,000.00	0.00%	\$159.00
NPRTO Southeast, LLC	\$100.00	0.00%	Lump

8. Secured Automobile Claims for Debt Incurred Within 910 Days of Filing, and Other Secured Claims for Debt Incurred Within One Year of Filing [Retain Lien 11 U.S.C. §1325 (a)(5)]:

	<u>Collateral Value</u>	<u>Interest Rate</u>	<u>Monthly Pmnt.</u>
_____	_____	_____	_____

9. Secured Claims for Which Collateral Will Be Surrendered; Stay Is Terminated Upon Confirmation for the Limited Purpose of Gaining Possession and Commercially Reasonable Disposal of Collateral:

\_\_\_\_\_ Collateral \_\_\_\_\_

10. Special Class Unsecured Claims:	<u>Collateral Value</u>	<u>Interest Rate</u>	<u>Monthly Pmnt.</u>
<u>American Car Center (2010 Jeep Lease)</u>	<u>\$520.00</u>	<u>0.00%</u>	<u>\$9.00</u>
<u>Lincoln on the Green</u>	<u>\$1,423.00</u>	<u>0.00%</u>	<u>\$24.00</u>
<u>Costal Professional (Student Loan)</u>	<u>\$7,000.00</u>	<u>4.00%</u>	<u>\$129.00</u>

11. Student Loan Claims and Other Long Term Claims:

<u>Navient</u>	(X) Not Provided For	( ) General Unsecured Creditor
<u>Nelnet</u>	(x ) Not Provided For	( ) General Unsecured Creditor
<u>US DOE/Glelsi</u>	(X) Not Provided For	( ) General Unsecured Creditor

12. The Judicial Liens or Non-possessory, Non-purchase Money Security Interests Held by the Following Creditors Are Avoided to the Extent Allowable Pursuant to 11 U.S.C. §522(f):

World Finance

13. Absent a Specific Court Order Otherwise, All Timely Filed Claims, Other than Those Specifically Provided for Above, Shall Be Paid as General Unsecured Claims.

14. Estimated Total General Unsecured Claims: \_\_\_\_\_.

15. The Percentage to Be Paid to Non-priority, General Unsecured Claims Is: ( ) \_\_\_\_\_ ;  
Or (X) Trustee Shall Determine the Percentage to Be Paid after Passage of Final Bar Date.

16. This Plan Assumes or Rejects Executory Contracts:

<u>American Car Center (Nissan)</u>	(x ) Assume	( ) Reject
<u>American Car Center (Jeep)</u>	(x ) Assume	( ) Reject
<u>Lincoln on the Green</u>	(x ) Assume	( ) Reject

17. Completion: Plan shall be completed upon payment of the above, approximately 60 months.

18. Failure to Timely File a Written Objection to Confirmation Shall Be Deemed Acceptance of Plan.

19. Non-standard Provisions:

For the purposes of provision 8, all collateral will be assumed to have exceeded the time limits set forth in the hanging paragraph following § 1325(a)(9), unless the debtor is in possession of the original contract.

Any Non-standard Provision Stated Elsewhere Is Void.

20. Certification: This Plan Contains No Non-standard Provisions Except Those Stated in Provision 19.

/s/ Marcelle Z. Nia Date March 12, 2019  
Debtors' Attorney's Signature

March 12, 2019